

1 BILL NO. S-87-04-58

2 SPECIAL ORDINANCE NO. S-111-87

3 AN ORDINANCE approving the Contract  
4 for Res. 6079-87, Eastbrook and  
5 Westbrook Drive, NIP Bond Issue,  
6 between Tomco Construction Co.,  
Inc. and the City of Fort Wayne,  
Indiana, in connection with the  
Board of Public Works and Safety.

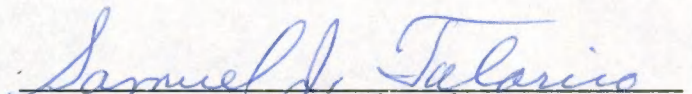
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. 6079-87, Eastbrook  
10 and Westbrook Drive, NIP Bond Issue, by and between Tomco Con-  
11 struction Co., Inc. and the City of Fort Wayne, Indiana, in  
12 connection with the Board of Public Works and Safety, for:

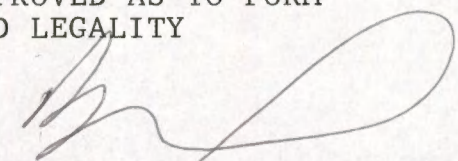
13 improvement of the east property  
14 line of State Street to the west  
15 property line of Clinton Street  
16 for the purpose of new curbs, alley  
approaches, driveway approaches  
and sidewalks;

17 the Contract price is Fifty-Eight Thousand Ninety-Seven and 95/100  
18 Dollars (\$58,097.95), all as more particularly set forth in said  
19 Contract, which is on file in the Office of the Board of Public  
20 Works and Safety and, is by reference incorporated herein, made  
21 a part hereof, and is hereby in all things ratified, confirmed  
22 and approved. Two (2) copies of said Contract are on file with  
23 the Office of the City Clerk and made available for public inspection  
24 according to law.

25 SECTION 2. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28  
29   
Councilmember

30 APPROVED AS TO FORM  
31 AND LEGALITY

32   
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Talarico  
seconded by Eisbart, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.

DATE: 4-28-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico  
seconded by Talarico, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-12-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-111-87  
on the 12th day of May, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. Giaquinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 12th day of May, 1987,  
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of May,  
1987, at the hour of 11:00 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



# INVITATION FOR BIDS/AWARD OF CONTRACT\*

Page 1 of 1

(Non-Federally Assisted Construction)

PROJECT: EASTBROOK & WESTBROOK DRIVE RESOLUTION # 6079-87  
NIP BOND ISSUE

## CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	11 - 19	Instruction to Bidders
X	51	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution
X		Notice to Bidders

## ATTACHMENTS

X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Payment Bond
X		Warranty Bond
X		Barricade Information
X		Certification of Bidder/Vendor on Anti-Apartheid
Discount for prompt payment		10 Calendar Days 20 Calendar Days 30 Calendar Days Other
		0 0 0 0
Acknowledgement of Amendments (See General Provisions Clause)		Amendment No. Date Amendment No. Date

\*\*\*\*\*

### BID SUBMITTED

Contractor **TOMCO CONSTRUCTION CO., INC.**

By Thomas M. Fishing  
Its **THOMAS M. FISHERING** PRESIDENT

Offer  
Date 4-8-87

Bidder agrees to keep bid open for acceptance for \_\_\_\_\_ (90 days unless otherwise specified)

Compliance: J. Adams

O.C. 12/84

B.O.W. Non-Fed. \*Note: Award will be made on this form

### ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne  
Board of Public Works and Safety

Arthur P. Gatz  
James D. Connors

City of Fort Wayne  
Mayor James D. Connors

Award  
Date 4-15-87



Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership \_\_\_\_\_%.

For WBE specify percentage of women ownership \_\_\_\_\_%.

- B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have \_\_\_\_\_% participation (employees) \_\_\_\_\_% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_\_. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Metropolitan		TREE Removal - Restoration
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. TRAFFIC ONE		MATERIAL
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

(attach additional sheets as necessary)

Contractor TOMCO CONSTRUCTION CO., INC. Contractor \_\_\_\_\_

By Thomas M. Fisher By \_\_\_\_\_

Its THOMAS M. FISHERING PRESIDENT Its \_\_\_\_\_



14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.



2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

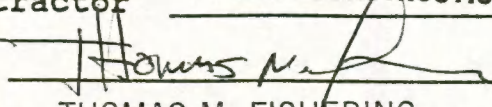
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(attach additional sheets if necessary)

Contractor TOMCO CONSTRUCTION CO., INC.  
By   
Its THOMAS M. FISHERING PRESIDENT

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_ o'clock \_\_\_\_ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.



## SCHEDULE

### Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RESOLUTION NO. 6079-87 EASTBROOK AND WESTBROOK DRIVE

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All work will be performed in accordance with: Resolution # 6079-87 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$           . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 9/30/87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 9/30/87 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 9/30/87 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.



NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and THOMAS M. FISHERING

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

THOMAS M. FISHERING

Subscribed and sworn to before me by THOMAS M. FISHERING  
this 8 day of April, 19 87.

My Commission Expires:

4-21-90

David M. Newell  
Notary Public DAVID M. NEWELL  
Resident of W-V County, IN

-----  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

-----  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

Contract No.



CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, THOMAS M. FISHERING, the \_\_\_\_\_,  
(name)  
PRESIDENT of TOMCO CONSTRUCTION CO., INC.  
(position) (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 31  
day of JAN, 1987, now on file in the office of the Board of  
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by  
reference incorporated herein and made a part hereof, is a true and correct  
statement and accurately reflects the financial condition of said company as of  
the date hereof;

(2) That I am familiar with the books of said company showing its financial  
condition and am authorized to make this certificate on its behalf.

Dated: 4-8-87

THOMAS M. FISHERING  
(Signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said  
County and State, this 8 day of April, 1987.

David M. Newell  
DAVID M. NEWELL

My commission expires:

4-21-90



CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of TOMCO CONSTRUCTION CO., INC.  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of \_\_\_\_\_  
TOMCO CONSTRUCTION CO., INC., that TOMCO CONSTRUCTION CO., INC.  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 8 day of April, 1987.

**TOMCO CONSTRUCTION CO., INC.**

\_\_\_\_\_  
(Name of Bidder/Vendor)

James M. V.P.  
\_\_\_\_\_  
(Name and Title of Person Signing)





## BID BOND

Approved by The American Institute of Architects,  
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS,

That we TOMCO CONSTRUCTION, INC.

and THE CONTINENTAL INSURANCE COMPANY as Principal, hereinafter called the Principal,

of New York  
a corporation duly organized under the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held  
and firmly bound unto The City of Fort Wayne, Indiana

in the sum of Five Per Cent (5%) of Maximum Bid Dollars  
(\$                                 ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind our-  
selves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Res. 6079-87  
East Brook and West Brook Drive Sidewalks

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of April A. D. 19 87

TOMCO CONSTRUCTION, INC. (Seal)

BY: Dan M. Newell (Principal)

(Title) V.P.

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)

(Surety)

Carol J. Kunkin  
(Witness)

Donald R. Kunkin (Title) Attorney-in-Fact

127 W. Berry St.  
Fort Wayne, IN 46802



# The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

## GENERAL POWER OF ATTORNEY

**Know all men by these Presents,** That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

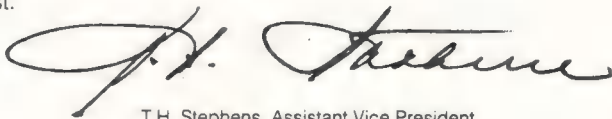
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

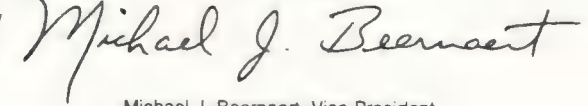
**In Witness Whereof,** THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

Attest:



T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By 

Michael J. Beernaert, Vice-President



STATE OF NEW JERSEY }

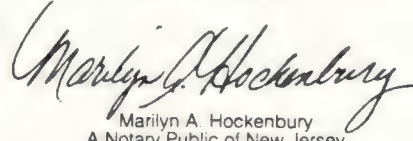
COUNTY OF MIDDLESEX }

ss.:

On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



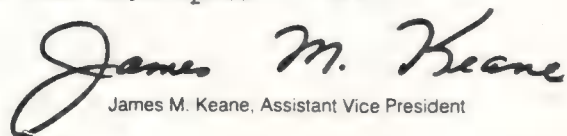
**CERTIFICATE**



Marilyn A. Hockenbury  
A Notary Public of New Jersey  
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 8th day of April, 1987.



James M. Keane, Assistant Vice President







BID TAB

DATE: 4-8-87

BIDDER:

BIDDER:

BIDDER:

BIDDER:

PROJ EASTBROOK & WESTBROOK

RES: 6079-B7

TOMCO CONST. CO.

HEATH-RILEY CONST. CO., INC.

JOHN DENNER, INC.

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1.	Curb Removal	2277	LF	2.00	4554.00	3.50	7965.50	2.40	5464.80	3.85	8766.45	5.40	12295.80
2.	Concrete Removal	511	SF	5.00	2555.00	4.25	2171.75	3.80	1941.80	4.00	2044.00	5.10	1584.10
3.	Concrete Curb Type 11-B	2277	LF	10.00	22770.00	9.00	20493.00	9.00	20493.00	11.00	25047.00	9.70	22086.90
4.	Private Drive 6"	204	SF	20.00	4080.00	22.00	4488.00	20.00	4080.00	21.00	4281.00	19.50	3978.00
5.	Alley Approach 8"	21	SF	25.00	525.00	26.00	546.00	30.00	630.00	28.00	588.00	24.00	504.00
6.	Concrete Sidewalk 4	3461	SF	2.25	7787.25	1.90	6575.90	1.95	6748.95	2.00	6922.00	2.05	7095.05
7.	Concrete Wingwalk & Ramps 6	1191	SF	2.80	3334.80	2.20	2620.20	2.40	2858.40	2.75	3275.25	2.75	3275.25
8.	Castings Adjusted to Grade	2	EA	150.00	300.00	50.00	100.00	150.00	300.00	100.00	200.00	165.00	330.00
9.	New 70" Inlets	7	EA	750.00	5250.00	550.00	3850.00	650.00	4550.00	700.00	4900.00	375.00	2625.00
10.	Castings Type C Furnished & Adjusted to Grade	2	EA	350.00	700.00	200.00	400.00	300.00	600.00	400.00	800.00	410.00	820.00
11.	Asphalt Patching	104	DN	35.00	3640.00	15.00	1560.00	25.00	2600.00	0.01	1.04	30.00	3120.00
12.	Gravel Grading & Seeding	2214	SF	2.00	4428.00	0.50	885.60	0.90	1992.60	2.00	4428.00	1.10	2435.40
13.	Top Soil	276	TON	8.00	2208.00	9.00	2484.00	11.00	3036.00	0.01	2.76	6.50	1794.00
14.	Backfill Behind Curb	239	TON	8.00	1912.00	4.00	956.00	11.00	2629.00	6.01	2.39	6.40	1529.60
15.	Set Stone	214	TON	8.00	1712.00	7.00	1498.00	6.00	1284.00	7.25	1551.25	9.50	2035.00
16.	Tree Removal 34" to 48"	3	EA	400.00	1200.00	500.00	1500.00	500.00	1500.00	435.00	1305.00	515.00	1545.00
17.													
18.													
TOTAL:					\$66,956.05		\$58,097.95		\$60,708.55		\$64,117.39		\$67,051.10
1% over							0.0071% over		0.0071% over		0.0071% over		0.14%
1% under							13.23% under		9.37% under		4.29% under		0.00%

112.83



TITLE OF ORDINANCE Contract for Res. 6079-87, Eastbrook & Westbrook Dr.,

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety NIP Bond Issue

SYNOPSIS OR ORDINANCE The Contract for Res. 6087-87, Eastbrook & West-  
brook, NIP Bond Issue, is for improvement of the east property line  
of State Street to the west property line of Clinton Street for the  
purpose of new curbs, alley approaches, driveway approaches and side-  
walks. Tomco Const. Co. is the contractor.

*J-87-0458.*

EFFECT OF PASSAGE Improvement of curbs, alley approaches, driveway  
approaches and sidewalks at above area.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$58,097.95

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-87-04-58

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract

for Res. 6079-87, Eastbrook and Westbrook Drive, NIP Bond Issue,

between Tomco Construction Co., Inc., and the City of Fort Wayne,

Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~) \_\_\_\_\_

YES

NO

Samuel J. Talarico

SAMUEL J. TALARICO  
CHAIRMAN

Janet G. Bradbury

JANET G. BRADBURY  
VICE CHAIRPERSON

PAUL M. BURNS

James S. Stier

JAMES S. STIER

Charles B. Redd

CHARLES B. REDD

CONCURRED IN 5-12-87

SANDRA E. KENNEDY  
CITY CLERK